

EXHIBIT 24

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14
15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
(SAN FRANCISCO DIVISION)

17 In re: CATHODE RAY TUBE (CRT)
18 ANTITRUST LITIGATION

Master File No. 07-cv-5944-SC (N.D.
Cal)

MDL No. 1917

19 _____
This Document Relates to:

20 ALL ACTIONS

**NOTICE OF DEPOSITION OF
THOMSON CONSUMER
ELECTRONICS, INC. PURSUANT
TO FED. R. CIV. P. 30(B)(6).**

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Exhibit A

DEFINITIONS

The words and phrases used in these Requests shall have the meanings ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California. In addition, the following terms shall have the meanings set forth below:

1. “And” and “or” mean and/or construed conjunctively or disjunctively as necessary to make the request more inclusive rather than less inclusive.

2. The words “all,” “any,” and “each” mean “each and every.”

3. The terms “Communication” and “Communications” mean any transfer or exchange of information whether by written, oral, electronic or other means, including but not limited to oral conversations, e-mails, correspondence, instant or text messages, voicemail messages, facsimiles or telegrams.

4. “CRT” means any (a) color picture tubes (“CPTs”), which are cathode ray tubes used primarily in color televisions; and (b) color display tubes (“CDTs”), which are used primarily in color computer monitors.

5. “CRT Finished Product” means any electronic devices containing CPTs.

6. “CRT Products” means any CRT and/or CRT Finished Product.

7. “Defendant” or “Defendants” means any of the entities currently or formerly named as defendants in any of these litigations and, without limitation, all of their past and present parents, subsidiaries, affiliates, joint ventures, officers, directors, employees, agents, attorneys, or representatives (and the parents’, subsidiaries’, affiliates’, or joint ventures’ past and present officers, directors, employees, agents, attorneys, or representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

1 8. “Document” or “documents” has the broadest possible meaning pursuant to the
2 Federal Rules of Civil Procedure including, but not limited to, all writings and other tangible
3 things upon which any form of communication is recorded or reproduced, and preliminary drafts
4 and non-identical copies of the above (whether such copies differ from the original by reason of
5 notation made on such copies or otherwise). Without limiting the generality of the foregoing, the
6 term “document” or “documents” includes, but is not limited to, correspondence, memoranda,
7 notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements,
8 working papers, accounts, analytical records, reports and/or summaries of investigations, trade
9 letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers,
10 booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions,
11 notes or minutes of meetings or of other communications of any type, including inter- and intra-
12 office communications, questionnaires, surveys, charts, graphs, photographs, phonograph
13 recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by
14 electronic data processing or word processing equipment, including email, and all other data
15 compilations from which information can be obtained (by translation, if necessary, by you
16 through detection devices into usable form), including, but not limited to, electromagnetically
17 sensitive storage media such as floppy disks, hard disks and magnetic tapes, and any preliminary
18 versions, drafts or revisions of any of the foregoing. “Document” or “documents” also includes
19 each and every file folder or other material in which the above items are stored, filed or
20 maintained.
21
22
23

24 9. “Including” or “includes” means without limitation.

25 10. The term “manager” means any person who served as an officer of a corporation or
26 otherwise held actual or apparent authority to make decisions on behalf of that corporation.

27 11. The term “person” or “persons” is defined to mean any natural person, corporation, or
28 partnership, or any business, legal, or government entity, organization, or association.

1 12. “You,” “Your,” or “Your Company” mean Thomson Consumer Electronics Inc.,
 2 its predecessors, successors, subsidiaries, departments, divisions, and/or affiliates, including
 3 without limitation any organization or entity which it manages or controls, together with all
 4 present and former directors, officers, employees, agents, representatives or any persons acting
 5 or purporting to act on behalf of Thomson Consumer Electronics Inc.
 6

7 13. The terms “Price,” “Prices,” and “Pricing” mean consideration, establishment and
 8 implementation of prices, pricing, discounts, rebates, price quotations, bids, quotes, price lists,
 9 price announcements, terms or conditions of sale, credit terms, freight rates or charges and
 10 changes or proposed changes in the above.
 11

12 14. “Related to” “relating to” “referring to” “regarding” or “with respect to” mean,
 13 without limitation, the following concepts: discussing, describing, reflecting, dealing with, and
 14 pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,
 15 assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in
 16 whole or in part.
 17

18 15. “Relevant Period” means March 1, 1992 to the present.

19 16. “TDA” means Technologies Displays Americas LLC (formerly Thomson
 20 Displays Americas LLC).
 21

22 17. “Technologies Displays” means, collectively, TDA and Technologies Displays
 23 Mexicana, S.A. de C.V.

SCHEDULE OF RULE 30(b)(6) DEPOSITION TOPICS

A. Conspiracy Information

25 1. The identity of each company that participated with or including You in any
 26 meeting, conspiracy, understanding, or agreement relating to the production, pricing, sale,
 27 marketing, or distribution of CRT Products, the identity of each individual who participated on
 28 behalf of each such company, the dates of each such participation, a description of each

1 communication, meeting, or other act in furtherance of the conspiracy, understanding, or
2 agreement, and any changes in any such individuals' employment status and all the reasons
3 therefore.

4 2. All communications with any other defendant or co-conspirator named in *In re*
5 *Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of California,
6 MDL-1917, related to the production, pricing, sale, marketing, or distribution of CRT Products.

7 3. Your policies applicable to communications with competitors, including Your
8 policies applicable to communications with competitors regarding production, pricing,
9 development costs, marketing or distribution of CRT Products, Your policies regarding the use
10 of competitors' CRT Products prices obtained directly from competitors in setting the Prices of
11 CRTs You quoted to customers or prospective customers, and Your policies regarding the use of
12 competitors' CRT Products prices obtained directly from competitors in setting the prices of
13 CRTs You quoted to customers or prospective customers.

14 4. All internal communications within Thomson related to the production, pricing,
15 sale, marketing, or distribution of CRT Products.

16 5. All facts that you are aware of with respect to any meeting, conspiracy,
17 understanding, or agreement related to the production, pricing, sale, marketing, or distribution of
18 CRT Products, including the identity of any documents reflecting or relating to the meeting,
19 conspiracy, understanding, or agreement.

20 6. All efforts to conceal the existence of any meeting conspiracy, understanding, or
21 agreement related to the production, pricing, sale, marketing, or distribution of CRT Products,
22 including the identity of all persons who actively participated in concealing the meeting,
23 conspiracy, understanding, or agreement, and the extent to which documents were destroyed,
24 false representations were made regarding the reasons for price increases or supply restrictions,
25 and participants met in non-public area to avoid detection.

1 7. The identity of all of your current and former employees who provided written or
2 oral information, and the identity of all documents you provided, to any law enforcement or
3 regulatory authority related to any meeting, conspiracy, understanding, or agreement in the
4 production, pricing, marketing, sale, or distribution of CRT Products, including grand jury
5 testimony, affidavits and/or declarations, or communications with lawyers from the United States
6 Department of Justice the Federal Bureau of Investigation, the European Commission, or other
7 foreign governmental or intergovernmental entity or agency.

9 8. Any joint ventures, partnerships or other collaborative business relationships, or
10 acquisitions related to CRT Products production, sale, marketing, or distribution, either
11 undertaken or considered by you with respect to: (a) any other defendant or co-conspirator
12 named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S. Dist. Ct., Northern District of
13 California, MDL-1917, (b) any competitor, or (c) any other person.

15 9. If you contend that you withdrew from any meeting, conspiracy, understanding,
16 or agreement related to the production, sale, marketing, or distribution of CRT Products, all facts
17 regarding the date and circumstances of your withdrawal from the meeting, conspiracy,
18 understanding, or agreement, how you withdrew from the meeting, conspiracy, understanding, or
19 agreement, the identity of persons who withdrew from the meeting, conspiracy, understanding,
20 or agreement on your behalf, and the identity of any documents that support your contention that
21 you withdrew from the meeting, conspiracy, understanding, or agreement.

23 10. Your knowledge or beliefs related to the illegality or impropriety of exchanging
24 information or entering into any understanding, agreement, commitment, or contract with any of the
25 defendants or co-conspirators named in *In re Cathode Ray Tube (CRT) Antitrust Litigation*, U.S.
26 Dist. Ct., Northern District of California, MDL-1917, related to the production, pricing, sale,
27 marketing, or distribution of CRT Products.

1 11. If you contend that any or all of the Plaintiffs knew or should have known of any
2 meeting, conspiracy, understanding, or agreement related to the production, sale, marketing, or
3 distribution of CRT Products prior to November 2007, the circumstances under which Plaintiffs
4 became aware, or should have become aware, of your involvement in the meeting, conspiracy,
5 understanding, or agreement, and the documents that support your contention.
6

7 **B. Pricing, Sales, and Marketing Information**

8 12. The identity and general description of the CRT Products you manufactured,
9 purchased, sold, or distributed.

10 13. The distribution channels or classes of trade through which you sold CRT Products
11 during the Relevant Period, including your sales to the following categories of purchasers: (a) your
12 affiliates; (b) other defendants in this litigation; and (c) other business entities, including OEMs,
13 retailers, mass merchandisers, e-commerce, and distributors.
14

15 14. The organization and structure of each of your business units that produced,
16 marketed, sold, or distributed CRT Products, including the identity of all persons with decision-
17 making or supervisory responsibility for (a) the pricing, sale or marketing of CRT Products,
18 including persons with authority and/or responsibility for setting, maintaining, and adjusting
19 inventory targets; (b) sales, purchases, and/or transfers with competitors; and (c) reporting
20 information to or receiving information from trade associations.

21 15. The policy and process by which prices, including list prices and actual selling
22 prices, for each CRT Product were set and by whom, including the location of negotiations for sales
23 of CRT Products to Plaintiffs, OEMs, or ODMs; the location of your sales offices in the United
24 States; all factors, formulas, or guidelines you considered in determining prices you charged for each
25 CRT Products; the pricing authority given to employees/affiliates at all levels of the sales and
26 marketing organization; and how pricing decisions were implemented, including any benchmarks
27
28

1 (e.g., industry-wide, specific customers, spot market, discounts or rebates) used when establishing
2 and/or negotiating prices.

3 16. The relationship between the price of CRTs sold by you and the price of CRT
4 Finished Products sold by you or your domestic and/or international affiliates including, but not
5 limited to: (i) the percentage of the total cost of the CRT Finished Products made up by the CRTs;
6 and (ii) the effect that a change in the price of the CRTs had on the price of the CRT Finished
7 Products.
8

9 17. The extent to which the prices charged for CRT Products were passed on through
10 the distribution chain by you or your domestic and/or international affiliates.

11 18. Meetings and other communications between you and any Plaintiff.

12 19. Negotiations and other communications between you and OEMs or ODMs regarding
13 the sale of CRTs.
14

15 20. Your knowledge that CRTs you sold would be incorporated into products imported
16 into the United States, including that CRTs manufactured for sale to Plaintiffs would be shipped into
17 the United States or that CRTs sold to OEMs or ODMs would be sold to Plaintiffs in the United
18 States and Your monitoring of the prices of CRT Products sold in the United States.

19 21. Policies, practices, or requirements relating to Your participating in negotiations,
20 entering into, or signing contracts for, Your subsidiaries.

21 22. The role of current and former directors, officers, employees, agents, or other
22 representatives with any managerial responsibility for recommending, reviewing, setting or
23 approving prices, bids, quotes, or rebates for Your CRTs or CRT Products, or those of Thomson
24 SA, TDA, Technologies Displays, or Videocon Industries, Ltd., during the Relevant Period for
25 the U.S. market.
26

27 23. Business departments or functions shared between You and Your subsidiaries.
28

1 24. Your instructions, directions, policies, or procedures to or from domestic and/or
2 international affiliates related to the production, pricing, negotiation, sale, marketing, or distribution
3 of CRT Products.

4 25. Your use of discounts or rebates in connection with the sale of its CRT Products,
5 including how such discounts or rebates were recorded by You and the identity and location of
6 documents or data recording discounts or rebates.
7

8 **C. Transactional and Financial Information**

9 26. The electronic data processing systems, programs, and outputs that you used to
10 record, store, compute, analyze, or retrieve any information relating to the production, pricing,
11 marketing, sale, distribution, profitability, or inventory of CRT Products, including systems shared
12 with your domestic and/or international affiliate(s) or any other company; a description of the
13 meaning of the fields in any electronic data you produced to Plaintiffs; an explanation of how to read
14 or interpret transactional or financial data you produced to Plaintiffs (including sales information,
15 cost information cost accounting reports, and production information); the authors of the entries into
16 the databases; and/or instructions for entry of data.
17

18 27. The nature of the records of your sale of CRT Products (including, but not limited to,
19 sales to domestic and/or international affiliated entities and other defendants in this litigation) during
20 the Relevant Period, including data which shows the types of CRT Products sold, the volume of
21 sales for each type of CRT Products and the prices at which your CRT Products were sold.

22 28. The nature of the records of your purchases of CRT Products (including, but not
23 limited to, purchases from domestic and/or international affiliated entities and other defendants in
24 this litigation) during the Relevant Period, including data that relates to the types of CRT Products
25 purchased, the volume of purchase for each type of CRT Products, the prices at which you
26 purchased those CRT Products and the sellers from whom you purchased each type of CRT
27 Products.
28

D. Corporate Relationships

29. The relationship among Thomson Consumer Electronics Inc., Technologies Displays Americas LLC (formerly Thomson Displays Americas LLC), Technologies Displays Mexicana, S.A. de C.V, and Thomson SA during the Relevant Period, including the ownership, decision-making, and organizational structure of these entities and any departments or divisions within these entities responsible for or involved in pricing, selling, marketing, or distributing CRT Products.

30. The officers and directors of Thomson Consumer Electronics Inc during the Relevant Period.

E. Manufacturing and Production

31. A description of Your CRT Product production facilities, including: (a) the location of each facility; (b) the start and end date of production operations at each facility; (c) the products produced at each facility; (d) the number of manufacturing lines at each facility and products produced by line; and (e) the capacity utilization rates for each facility and manufacturing line within each facility.

32. Your policies and practices for setting the production levels for CRT Products, including policies and practices for increasing, decreasing, and/or shutting down production (for any amount of time greater than 24 hours), and all formulas and factors considered in making such production decisions as well as the names of the individuals with authority to implement or deviate from these policies and practices for setting production levels for CRT Products.

33. The method(s) used by Your Company to track production capacity for each CRT Product manufacturing facility and each manufacturing line, the method(s) used by Your Company to track inventory levels, link returns and sales, and monitor product margins of CRT Products You purchased, sold or distributed, the method(s) by which Your Company tracked shutdowns at any of Your CRT Products manufacturing facilities.

1 34. The typical amount of time and production costs it takes to produce different
2 types of CRT tubes and the typical amount of time after manufacturing of a CRT tube was
3 initiated until manufacturing reached the planned capacity at your manufacturing facilities, and
4 the typical capital costs for building and improving Your CRT manufacturing facilities.

5 35. The production costs and typical amount of time needed to switch Your
6 production from one type of CRT to a different type of CRT.

7 36. Whether: (a) particular manufacturing facilities specialized in a particular CRT
8 specification or whether multiple CRT specifications are produced at a single plant, and (b)
9 CDTs and CPTs are, or were, produced at the same manufacturing facilities.

10 37. The extent to which a CRT made by Your Company can be used in a CRT
11 Finished Product made by another CRT Product manufacturer, including the defendants in this
12 litigation.

13 38. The existence and/or function of any department at Your company with
14 responsibility for accounting software and/or electronically stored information.

15 39. The use and existence of third-party data sources and other sources of market
16 share data/analyses for CRT Products.

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was served via email upon the parties and counsel of record on April 15, 2014.

Respectfully Submitted,

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